

General Terms and Conditions of Purchase

1. Applicability

All contracts concluded with suppliers for deliveries or services offered by them shall be based exclusively on and in accordance with our general terms and conditions of purchase listed below.

All deliveries, services and offers from our suppliers to us shall be exclusively subject to our general conditions of purchase.

Our general terms and conditions of purchase shall also apply to all future deliveries, services, offers, and contracts addressed to us or concluded with us, even if our general terms and conditions of purchase are not separately referred to or agreed.

2. Exclusion of General Terms and Conditions of Sales

All general terms and conditions of any supplier to us shall be excluded. General terms and conditions of suppliers included in supply offers addressed to us or contracts concluded with us shall be excluded in their entirety.

It is hereby expressly stated that we do not accept the applicability of the general terms and conditions of any supplier, even if a letter containing the terms and conditions of the respective supplier is referred to.

3. Purchase Orders

Insofar as our orders do not expressly contain a binding period, we shall be bound by our orders up to one (1) week from the date of our purchase order.

Our receipt of the declaration of acceptance shall be decisive for the timely acceptance of our orders (e.g., in the form of an Order Confirmation).

We shall be entitled at any time to change the time and place of delivery as well as the type of packaging, by written notification with a notice period of at least seven (7) calendar days before the agreed delivery date.

4. Product Specification

Our product specifications shall be binding on suppliers for deliveries to us based on our orders.

Suppliers shall observe changes to product specifications, insofar as these can be implemented within the framework of the supplier's normal production process without significant additional expense, provided that we notify the supplier in writing of any such relevant change. The changed product specifications shall be complied with by our suppliers from the 15th day following receipt of our notification of such change.

In the event that the supplier complies with any changes to product specifications, we shall reimburse the supplier concerned for proven additional costs reasonably incurred by such change.

If changes to product specifications lead to unavoidable delays in delivery despite reasonable efforts under the supplier's normal production and business operations, the delivery date originally agreed on shall be postponed accordingly.

Suppliers shall be obliged to inform us in writing within seven (7) days of receipt of notification of a change in our product specifications, as to whether additional costs will be incurred and the amount of increase, and/or any delay in delivery that will occur as a result of such change.

5. Price

The prices stated in our purchase orders shall be binding.

The prices stated in our purchase orders include the costs for delivery, transport, and packaging. This shall apply unless a different agreement is made in writing.

Unless otherwise explicitly agreed between the parties, the purchase price shall be paid by us within 30 days of delivery of the goods and receipt of the invoice.

If the purchase price is paid within 14 days of delivery of the goods and receipt of the invoice, we shall be entitled to a three percent discount on the invoice.

Invoices from suppliers shall be sent via e-mail to:

Eingangsrechnung.Lud@temposonics.com

Should we be in default of payment, default interest at a rate of 5 percentage points above the base interest rate in accordance with § 247 BGB shall be payable by us.

The risk of loss of the goods purchased shall pass to us upon the goods being handed over to us at the agreed destination.

6. Delivery Time

The supplier shall be obliged to inform us immediately in writing if circumstances occur or become apparent that the delivery time stated in our purchase order cannot be met.

If the latest date on which delivery is to be made can be determined based on our purchase order or the contract, the supplier shall be deemed in default at the end of such day without need for any reminder on our part.

In the event of delays in delivery, we are entitled, after prior written warning, to demand from the supplier a contractual penalty of 0.5% for each week of delay in delivery, but not exceeding 5% of the respective order value. Claims for damages due to delay shall remain unaffected. Contractual penalties paid shall be offset against any damage caused by such delay to be compensated by the supplier.

7. Ownership of Documents and Tools

We reserve the title or copyright to all drawings, illustrations, calculations, descriptions, and other documents provided by us to the supplier.

The supplier may neither make available to third parties any documents provided by us without our express consent, nor use or reproduce them himself or have them used or reproduced by third-parties. Upon request, the supplier shall surrender the documents handed over by us in full.

Tools and models that are made available by us to the supplier or that are manufactured for contractual purposes and charged to us separately by the supplier, shall remain our property or become our property. The supplier shall mark the tools and models that are our property as such and store them carefully.

Reservations of title by the supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the supplier retains title. In particular, any extended or prolonged retention of title shall be inadmissible and remain excluded.

8. Claims for Defects

In the event of defects, we shall be entitled to statutory claims without restriction. In deviation from statutory regulations, the warranty period shall be 30 months.

Only the statutory notification and complaint obligations shall apply. Any reduction of rights in respect of defects due to reduced notification and complaint obligations in the general terms and conditions of the supplier shall be excluded.

Our right to claim for defects shall not be waived by acceptance or approval of samples or specimens submitted.

9. Product Liability

Suppliers shall be responsible for all claims asserted by third parties for personal injury or damage to property that are attributable to a defective product delivered by the supplier. Suppliers shall be obliged to indemnify us from product liability claims by third parties that are based on or related to any defective product delivered by the supplier.

If we are obliged to recall any products from third parties due to a defect(s) in the product delivered by suppliers, in accordance with product liability law, the supplier shall bear all costs associated with such product recall. The supplier shall indemnify us against such costs and any liability resulting from the product recall.

Suppliers shall be obliged to maintain product liability insurance at their own expense, with a minimum coverage of EUR 5 million. Suppliers shall be obliged to provide us with a copy of their liability policy at any time upon request.

10. Property Rights

Suppliers shall be responsible for ensuring that the products supplied do not violate any third-party property rights in countries of the European Union or other countries in which the supplier manufactures the products or has the products manufactured.

Suppliers shall be obliged to indemnify us against all claims asserted by third parties against us due to the infringement of property rights with respect to products from the supplier and to reimburse us for all necessary expenses in connection with such claims.

Any other legal claims arising from defects of title to the products delivered to us shall remain unaffected.

11. Spare Parts

Suppliers shall be obliged to keep spare parts for the products delivered to us for a period of at least five (5) years after delivery.

If a supplier intends to discontinue the production of spare parts for the products delivered to us, such supplier shall inform us immediately and with a lead time of at least one (1) year before discontinuation.

12. Legal Compliance

In connection with the contractual relationships concluded with us, suppliers shall comply with the legal provisions applicable to the suppliers in each case. This particularly applies to anti-corruption and money laundering laws as well as antitrust, labour, and environmental protection regulations.

Suppliers shall be obliged to ensure that the products supplied to us meet all relevant requirements for market placement in the European Union and the European Economic Area. In particular, suppliers shall undertake to comply with the REACH Regulation (Regulation (EC) No. 1907/2006) as well as the RoHS Directive (EU Directive 2011/65/EU) and the EU Regulation 2015/863 and not to use the conflict minerals

from conflict regions in the products supplied to us (Dodd-Frank Act Art. 1502, as well as EU Regulation 2017/821). Upon our request, suppliers shall prove to us by submitting suitable documents that their products meet all relevant requirements for placement on the market in the EU and the EEA, in particular the REACH Regulation and the RoHS Directive.

We shall be entitled to withdraw from the contract at any time by means of a written declaration stating the reason, if we can no longer use the ordered products in our business operations due to circumstances that the supplier is responsible for, after conclusion of the contract (e.g. failure to comply with statutory requirements), if we can only use such products at considerable expense, or if the supplier's financial situation deteriorates after conclusion of the contract to such an extent that delivery in accordance with the contract cannot be expected.

13. Place of Performance, Jurisdiction and Applicable Law

The exclusive venue for all disputes arising from, based on or in connection between us and a supplier is the Hagen Regional Court in the Federal Republic of Germany.

Contracts concluded between us and suppliers shall be governed by the law of the Federal Republic of Germany, excluding the Convention on the International Sale of Goods (UN Sales Convention)